

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CR 22-226 ECT/DT5

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 1343

18 U.S.C. § 1956

v.

18 U.S.C. § 1957

1. HAJI OSMAN SALAD,
2. FAHAD NUR,
3. ANAB ARTAN AWAD,
4. SHARMARKE ISSA, and
5. FARHIYA MOHAMUD,

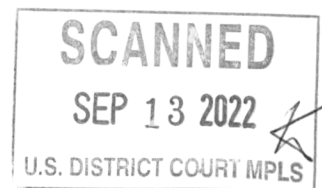
Defendants.

THE UNITED STATES GRAND JURY CHARGES THAT:

At times relevant to the indictment:

INTRODUCTION

1. The defendants devised and carried out at least a \$25 million scheme to defraud a federal child nutrition program that provided free meals to children. The defendants obtained, misappropriated, and laundered millions of dollars in program funds that were intended as reimbursements for the cost of serving meals to children. The defendants exploited changes in the program intended to ensure underserved children received adequate nutrition during the Covid-19 pandemic. Rather than feed children, the defendants exploited the Covid-19 pandemic—and the resulting program changes—to enrich themselves by fraudulently misappropriating millions of dollars in federal child nutrition program funds.



A. Background on the Federal Child Nutrition Program

2. The Food and Nutrition Service is an agency of the United States Department of Agriculture (USDA) that administers federal child nutrition programs, including the Summer Food Service Program and Child and Adult Care Food Program (together, the “Federal Child Nutrition Program”).

3. The Summer Food Service Program is a federal program established to ensure that children continue to receive nutritious meals when school is not in session. The Summer Food Service Program reimburses non-profit organizations and other participating entities that serve free healthy meals and snacks to children and teens in low-income areas.

4. The Child and Adult Care Food Program is a federal program that reimburses non-profit organizations and other participating entities that serve healthy meals and snacks to children and adults at participating childcare centers, daycare homes, and after-school programs.

5. The Federal Child Nutrition Program operates throughout the United States. The USDA’s Food and Nutrition Service administers the programs at the national and regional levels by distributing federal funds to state governments, which provide oversight over the Federal Child Nutrition Program.

6. The Minnesota Department of Education (MDE) administers the Federal Child Nutrition Program in Minnesota.

7. Meals funded by the Federal Child Nutrition Program in Minnesota are served at “sites.” Each site participating in the Federal Child Nutrition Program must be sponsored by an organization that is authorized to participate in the Federal

Child Nutrition Program. Sponsors are required to submit an application to MDE for each site. Sponsors are responsible for monitoring each of their sites and preparing reimbursement claims for their sites.

8. Sponsors submit reimbursement claims to MDE on behalf of sites under their sponsorship. The USDA provides federal reimbursement funds to MDE on a per-meal basis. MDE provides the federal funds to the sponsoring agency, which in turn pays the reimbursement funds to the sites under its sponsorship. The sponsoring agency retains ten to fifteen percent of the funds as an administrative fee in exchange for sponsoring the sites, submitting reimbursement claims, and disbursing the federal funds.

9. Historically, the Federal Child Nutrition Program has provided meals to children involved in education-based programs or activities. During the Covid-19 pandemic, the USDA waived several of the standard requirements for participation in the Federal Child Nutrition Program. Among other things, the USDA allowed for-profit restaurants to participate in the program. It also allowed for food distribution to children outside of educational programs. At the same time, the state government's stay-at-home order and telework policies made it more difficult to oversee the program. These changes left the program vulnerable to fraud and abuse.

B. Feeding Our Future

10. Feeding Our Future was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Aimee Bock was the founder and executive director of

Feeding Our Future. Feeding Our Future was an approved sponsor of the Federal Child Nutrition Program.

11. Prior to the onset of the Covid-19 pandemic, Feeding Our Future was a small non-profit that sponsored the participation of Minnesota daycares and after-school programs in the Federal Child Nutrition Program.

12. Beginning in approximately April 2020, Feeding Our Future dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. Feeding Our Future went from receiving and disbursing approximately \$3.4 million in federal funds to sites under its sponsorship in 2019 to nearly \$200 million in 2021.

13. Aimee Bock oversaw a scheme to defraud, carried out by sites under the sponsorship of Feeding Our Future. Aimee Bock and Feeding Our Future sponsored entities that submitted fraudulent reimbursement claims and fake documentation. In 2020 and 2021, Aimee Bock and her company sponsored the opening of nearly 200 Federal Child Nutrition Program sites, knowing that the sites were submitting fraudulent claims.

14. In exchange for sponsoring the sites' fraudulent participation in the program, Feeding Our Future received nearly \$18 million in Federal Child Nutrition Program funds as administrative fees in 2021. Because the amount of administrative fees it received was based on the amount of federal funds received by sites under its sponsorship, Feeding Our Future received tens of millions of dollars in administrative fees to which it was not entitled, due to its sponsorship and facilitation of fraudulent sites participating in the program.

15. In addition to receiving tens of millions of dollars in administrative fees, Feeding Our Future employees solicited and received bribes and kickbacks from individuals and sites under the sponsorship of Feeding Our Future. In effect, Feeding Our Future operated a “pay-to-play” scheme in which individuals seeking to operate fraudulent sites under the sponsorship of Feeding Our Future had to kick back a portion of their fraudulent proceeds to Feeding Our Future employees. Many of these kickbacks were paid in cash or disguised as “consulting fees” paid to shell companies created by Feeding Our Future employees to conceal the true nature of the payments and to make them appear legitimate.

C. Sponsor A

16. Sponsor A was a Minnesota non-profit organization purportedly in the business of helping community partners participate in the Federal Child Nutrition Program. Like Feeding Our Future, prior to the onset of the Covid-19 pandemic, Sponsor A was a small non-profit that sponsored the participation of daycares and after-school programs in the Federal Child Nutrition Program.

17. Beginning in approximately April 2020, Sponsor A dramatically increased the number of sites under its sponsorship as well as the amount of Federal Child Nutrition Program funds received by those sites. The company went from receiving and disbursing approximately \$5.6 million in federal funds to sites under its sponsorship in 2019 to more than \$179 million in 2021. In 2021, sites under the sponsorship of Sponsor A claimed to have served more than 80 million meals to children in Minnesota. Most of the sites operating under the sponsorship of Sponsor A fraudulently inflated their claims in order to appear that they were providing more

food to children than was true. Together, the defendants claimed to be serving meals to tens of thousands of children each day throughout the State of Minnesota, for which they fraudulently claimed and received millions of dollars in Federal Child Nutrition Program funds.

D. The Defendants and Their Roles

1. *HAJI OSMAN SALAD*

18. Defendant HAJI OSMAN SALAD was the principal of Haji's Kitchen LLC ("Haji's Kitchen"), which he registered with the State of Minnesota in or about September 2020. SALAD purported to operate Haji's Kitchen from a small warehouse he rented in Brooklyn Park, Minnesota. Through Haji's Kitchen, SALAD participated in the Federal Child Nutrition Program as a vendor under the sponsorship of Sponsor A. As a vendor, SALAD's Haji's Kitchen was supposed to provide food or meals to sites participating in the Federal Child Nutrition Program, and then SALAD's business would be reimbursed for the cost of the food and meals it actually provided to the public. However, SALAD spent relatively little funds on food and meals. Ultimately, he fraudulently received approximately over \$16 million in Federal Child Nutrition Program funds to reimburse substantial food and meal expenses that SALAD did not actually incur.

19. In or about August 2021, SALAD also created US Halal Foods LLC, in part, to give the false impression that US Halal Foods LLC was involved in the food business when, in reality, it was a shell company to further the scheme to defraud and to launder money.

2. *FAHAD NUR*

20. Defendant FAHAD NUR was the principal of The Produce LLC (“The Produce”), which NUR registered with the State of Minnesota in or about July 2021. Through The Produce, NUR participated in the Federal Child Nutrition Program as a vendor under the sponsorship of Feeding Our Future and Sponsor A. NUR ultimately fraudulently received more than \$1.3 million in funds for the Federal Child Nutrition Program. NUR’s entity, The Produce, also operated as a purported food supplier and received more than \$9.9 million fraudulently from sites or entities involved in the Federal Child Nutrition Program, including those controlled by SALAD as well as defendants ANAB ARTAN AWAD and SHARMARKE ISSA, among others. NUR operated The Produce until on or about January 30, 2022, at which time NUR fled from the United States approximately one week after federal agents executed multiple search warrants in Minnesota concerning the Federal Child Nutrition Program.

3. *ANAB ARTAN AWAD*

21. Defendant ANAB ARTAN AWAD was the president of Multiple Community Services, MCS (“Multiple Community Services”), a business she originally organized in 2016 with the State of Minnesota that was involuntarily dissolved in 2018. However, in or about September 2020, AWAD reinstated Multiple Community Services with the State of Minnesota. Thereafter, AWAD fraudulently received Federal Child Nutrition Program funds through Multiple Community Services for at least five distribution sites under the sponsorship of Sponsor A. The total claims submitted for reimbursement for AWAD’s sites was more than \$11

million. SALAD was one of AWAD's purported food vendors, and NUR was one of AWAD's purported food suppliers.

4. *SHARMARKE ISSA*

22. Defendant SHARMARKE ISSA created a company called Minnesota's Somali Community with the State of Minnesota in or about May 2020. Through Minnesota's Somali Community, ISSA operated sites under the sponsorship of Sponsor A as part of the Federal Child Nutrition Program. ISSA was also the manager of Wacan Restaurant LLC, through which he operated a site under the sponsorship of Feeding our Future. Among ISSA's purported food vendors and suppliers were SALAD and NUR. ISSA fraudulently caused MDE to pay out more than \$7.4 million in Federal Child Nutrition Program funds from approximately November 2020 to December 2021, of which approximately \$1.1 million ISSA received directly from Sponsor A and of which \$3.9 million was paid by Sponsor A to SALAD for ISSA's sites.

23. ISSA also operated other entities, or otherwise participated in their control, such as ANS Projects LLC and Bubah Baraka Properties LLC, which were shell companies through which ISSA and others laundered proceeds of the fraud scheme to purchase assets, primarily real estate, which had nothing to do with feeding children.

5. *FARHIYA MOHAMUD*

24. Defendant FARHIYA MOHAMUD was the principal and CEO of Dua Supplies & Distribution Inc. ("Dua Supplies"), which she created in or about February 2020. Although MOHAMUD's Dua Supplies purported to be a supplier of food, in

reality, MOHAMUD's Dua Supplies was a shell company that laundered millions of dollars of fraudulently obtained Federal Child Nutrition Program funds, including from SALAD and NUR. MOHAMUD laundered proceeds of the fraud scheme to purchase assets, primarily real estate, together with her son, ISSA.

Scheme to Defraud the Federal Child Nutrition Program

25. Beginning in or about April 2020, and continuing until in or about 2022, in the District of Minnesota, and elsewhere, the defendants,

**HAJI OSMAN SALAD,
FAHAD NUR,
ANAB ARTAN AWAD, and
SHARMARKE ISSA,**

together with other co-schemers, did knowingly and intentionally devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts, and for the purpose of executing this scheme caused wire transmissions to be sent in interstate commerce.

26. A main purpose of the scheme and artifice to defraud was to fraudulently obtain millions of dollars in Federal Child Nutrition Program funds by causing the submission of fraudulent information, including falsified invoices and meal count records with substantially inflated figures. As food site operators or as food suppliers and vendors in the Federal Child Nutrition Program, SALAD, NUR, AWAD, and ISSA were respectively responsible for either acquiring or serving actual food to children. However, in furtherance of their scheme, SALAD, NUR, AWAD, ISSA, and their co-schemers, caused the submission of false and fraudulent information, such as meal counts, rosters, and invoices, and they each consequently received Federal

Child Nutrition Program funds that substantially exceeded the small amounts of food that the defendants either purchased or served to children.

27. To carry out the scheme, food distribution sites obtained fraudulent invoices for inflated quantities of food purchased (from wholesalers or distributors) or meals served (from vendors) to make it appear as though they were serving meals to tens of thousands of children each day. Together, the defendants claimed to be serving meals to tens of thousands of children each day around the State of Minnesota, for which they fraudulently claimed and received millions of dollars in Federal Child Nutrition Program funds.

28. An additional purpose of the scheme was to misappropriate millions of dollars in fraudulent proceeds in order to enrich and benefit the defendants, including spending money intended to feed children on such items as real estate, luxury vehicles, and travel.

SALAD's Role in the Scheme to Defraud

29. In furtherance of the scheme to defraud, SALAD falsely claimed that his business, Haji's Kitchen, was a food vendor for more than 15.7 million meals to various Federal Child Nutrition Program sites in Minnesota in between in or about June 2020 and March 2022. Among the largest recipients of purported food from SALAD were food distribution sites operated by ISSA and AWAD.

30. SALAD purported to provide food to Federal Child Nutrition Program sites using records containing false or otherwise inflated figures. For example, on or about November 5, 2021, SALAD submitted an invoice to the owner of a Federal Child Nutrition Program site located in Pelican Rapids, Minnesota, a small town in west-

central Minnesota with a population of approximately 2,500 people. In his invoice, SALAD falsely claimed to have supplied \$293,300 worth of food for 140,000 meals and snacks purportedly served at the Pelican Rapids site between October 14, 2021, and October 30, 2021. Similarly, on or about November 30, 2021, SALAD submitted an invoice directly to Sponsor A containing an invoice for \$105,588 for 50,400 meals and snacks purportedly served at a Pelican Rapids site between September 14, 2021, and September 30, 2021. In reality, SALAD provided only a minimal portion of the food and meals for which he claimed reimbursements.

31. In furtherance of the scheme to defraud, in or about August 2021, SALAD created US Halal Foods LLC. SALAD so named US Halal Foods LLC, in part, to give the false impression that it was involved in the food business when, in reality, it was a shell company to further the scheme to defraud. Subsequently, SALAD sent checks totaling approximately \$349,000 from Haji's Kitchen LLC bank accounts to a US Halal Foods LLC account that he also controlled. Specifically, on or about September 13, 2021, SALAD deposited a \$45,000 check from Haji's Kitchen LLC to US Halal Foods LLC that falsely stated "June – Invoice" on the check's memo line to disguise the illicit nature of the payment. In reality, SALAD's US Halal Foods LLC did not purchase any food during this period, and the company and its bank account had not been established by SALAD until August 2021. Similarly, on or about October 5, 2021, SALAD deposited an \$80,000 check into his US Halal Foods LLC account from "All Somalis Community of Worldwide." Although the check was dated May 17, 2021, and the memo line indicated that the check was purportedly for

“March Invoices,” in fact, SALAD’s US Halal Foods LLC was not in existence and purchased no food at that time.

32. As part of the fraud, SALAD and other co-schemers used bank accounts that were pass-throughs to receive and further disburse fraudulent proceeds. For instance, between approximately December 2020 and December 2021, SALAD distributed approximately \$3.7 million in proceeds of the fraud to MOHAMUD’s Dua Supplies. Similarly, NUR distributed approximately \$221,122 in fraudulent proceeds to MOHAMUD’s Dua Supplies. Although payments from SALAD and NUR to MOHAMUD purported to be for “food supply” or “food services,” in reality, MOHAMUD’s Dua Supplies spent little on food for children and instead spent much of the approximately \$4 million in fraudulent proceeds from SALAD and NUR on personal expenditures, such as real estate.

33. Ultimately, SALAD fraudulently received approximately \$16 million in Federal Child Nutrition Program funds from approximately December 2020 through approximately January 2022, which was comprised of more than \$11.3 million in Federal Child Nutrition Program funds directly from Sponsor A and more than \$4 million directly from sites participating in the Federal Child Nutrition Program.

34. In furtherance of the scheme, SALAD misappropriated a substantial portion of these funds for his own personal benefit. For instance, between approximately March 2021 and October 2021, SALAD misappropriated approximately \$2.1 million in fraudulent proceeds to purchase multiple properties, including:

a. On or about March 19, 2021, SALAD obtained a cashier's check for approximately \$259,008 from Haji's Kitchen LLC to North Title Inc. for the purchase of a residential property located at 10671 Jefferson Street NE, in Blaine, Minnesota;

b. On April 5, 2021, SALAD obtained a cashier's check for \$282,152 from Haji's Kitchen LLC to North Title Inc. for the purchase of a residential property located at 10040 Kumquat Street NW in Coon Rapids, Minnesota.

c. On or about April 14, 2021, SALAD obtained a cashier's check for approximately \$459,104 from Haji's Kitchen LLC to North Title Inc. for the purchase of a commercial property located at 137 East Franklin Avenue in Minneapolis, Minnesota;

d. On or about May 17, 2021, SALAD sent a wire transfer for approximately \$437,069 from Haji's Kitchen LLC to North Title Inc. toward the purchase of a \$2.5 million parcel of land in Lakeville, Minnesota;

e. On or about June 3, 2021, SALAD wired \$469,530 from his Haji's Kitchen LLC account to DB Title Inc. toward the purchase of a commercial property located at 2500 Minnehaha Avenue South, Suite 300, in Minneapolis, Minnesota; and

f. On or about October 28, 2021, SALAD obtained a cashier's check for approximately \$220,583 from his Haji's Kitchen LLC account to the Hennepin County Sheriff for the purchase of a residential property located at 4001 5th Ave South in Minneapolis, Minnesota.

35. In addition to real estate, SALAD misappropriated Federal Child Nutrition Program funds for vehicles and related expenditures totaling approximately \$472,000, including:

a. On or about November 30, 2021, SALAD obtained a check in the amount of approximately \$57,000 from his Haji's Kitchen LLC account to Sears Imported Auto Inc. for the purchase of a 2022 Mercedes GLE Coupe;

b. On or about December 6, 2021, SALAD obtained a cashier's check in the amount of approximately \$47,000 from his Haji's Kitchen LLC account to Metro American Auto Sales; and

c. On or about September 9, 2021, SALAD obtained a check in the amount of \$30,000 from his Haji's Kitchen LLC account to Land Rover Minneapolis towards the purchase of a 2019 Range Rover.

FAHAD NUR's Role in the Scheme

36. It was further part of the scheme that NUR falsely purported to provide food to entities controlled by SALAD, AWAD, and ISSA through his business, The Produce.

37. In furtherance of the scheme, on or about March 10, 2021, NUR filed for an assumed name of "The Produce" with the State of Minnesota. Approximately five days later, on or about March 15, 2021, NUR opened a business bank account under the name "Fahad Nur DBA Fahad Nur." On or about July 9, 2021, NUR registered The Produce with the State of Minnesota. NUR opened a bank account for The Produce on or about July 12, 2021.

38. As part of the scheme to defraud, NUR fraudulently received payments for food that he had not supplied. Despite supposedly initiating his food operations in or about March 2021, NUR did not actually make any significant food-related purchases until in or about September 2021. However, by that time, NUR had already received approximately \$3.5 million from various entities for food that NUR purportedly provided as part of the Federal Child Nutrition Program. More specifically, on or about July 5, 2021, before NUR had actually formed The Produce, NUR had caused \$310,800 in invoices to be submitted to Feeding Our Future for purportedly providing 7,500 seven-day meal packs, for a total of 52,500 meals to a single food distribution site. In reality, NUR did not purchase food of the magnitude for which NUR billed the Federal Child Nutrition Program at the time.

39. In furtherance of the scheme to defraud, NUR fraudulently invoiced and received payments from ISSA and SALAD, among other schemers, when, in fact, NUR had not supplied the food he invoiced. For example, shortly after NUR opened his initial bank account on or about March 15, 2021, NUR fraudulently began to deposit checks for thousands of dollars from SALAD, including a March 12, 2021 check to NUR that purported to be for “produce service.” Additionally, on or about July 4, 2021, NUR fraudulently invoiced \$68,148.84 for supposedly providing 3,635 gallons of milk and over 7,000 packed lunches and breakfasts to ISSA. In reality, NUR did not purchase food at these times of the magnitude for which NUR billed, or which NUR otherwise received payments, involving other participants in the scheme such as SALAD and ISSA.

40. It was further part of the scheme to defraud that NUR received fraudulent proceeds from the Federal Child Nutrition Program into accounts that he controlled. More specifically, from in or about March 2021 to in or about February 2022, NUR received over \$11 million in deposits from entities involved in the Federal Child Nutrition Program, including \$1.25 million from Feeding our Future, \$1.1 million from ISSA's Minnesota's Somali Community, and \$312,000 from SALAD's Haji's Kitchen. NUR thereafter disbursed the fraudulent proceeds to benefit himself, including withdrawing approximately \$695,000 to his personal account and additionally withdrawing approximately \$78,000 in cash. NUR also spent hundreds of thousands dollars in proceeds towards personal expenditures related to real estate and vehicles.

41. To further the scheme, NUR also disbursed proceeds to other participants in the scheme. For instance, NUR disbursed at least \$800,000 to family members of AWAD, disbursed approximately \$256,000 to SALAD, and disbursed approximately \$221,000 to MOHAMUD.

42. NUR also provided funds to benefit ISSA to further the scheme. Specifically, NUR provided approximately \$249,929 to Bubah Baraka Properties LLC, a shell entity that ISSA used to purchase real estate together with MOHAMUD. In addition, on or about November 16, 2021, NUR wired approximately \$300,000 to a title company as a contribution toward the \$785,000 purchase of a five-bedroom house for ISSA located at 3817 West 55th Street, Edina, Minnesota.

AWAD's Role in the Scheme to Defraud

43. In furtherance of the scheme, AWAD controlled Federal Child Nutrition Program sites in Osseo, Minneapolis, and Faribault, Minnesota, through her business, Multiple Community Services. AWAD's sites purportedly served 3.8 million meals to needy children with SALAD and NUR as AWAD's supposed food suppliers, among others.

44. It was part of the scheme to defraud that AWAD caused the submission of fraudulent meal counts, attendance rosters, and invoices in order to receive reimbursement funds fraudulently from the Federal Child Nutrition Program. For instance, one of AWAD's Minneapolis sites alone fraudulently claimed to have served more than 1.5 million meals to children from just January 2021 to April 2021, which amounts to approximately 12,600 meals to children daily. In reality, AWAD's operations at that location served a fraction of the meal amounts claimed. Moreover, despite AWAD's claims, the supposed food vendor for AWAD's location, in fact, did not provide the food during that time claimed through AWAD's Multiple Community Services.

45. In addition, AWAD caused the submission of fake attendance rosters and invoices for "Golden Meadows," which was a Multiple Community Services site in Faribault. More specifically, AWAD's Multiple Community Services submitted to Sponsor A an attendance roster listing the names of approximately 2,010 children who purportedly received meals at the Faribault site in approximately December 2021. However, not one of the names matched the names of students who actually attended school in the Faribault Public School District at that time. Moreover,

AWAD's Multiple Community Services submitted fake invoices to Sponsor A for four of AWAD's sites (including Faribault) for approximately \$259,780 for food purportedly served in January 2022 by AWAD's sites. However, those invoices were fake and no food was supplied to AWAD by that vendor.

46. In addition, AWAD caused the submission of records to Sponsor A for another purported food supplier—NUR through his business, The Produce—when, in fact, NUR did not provide the food to AWAD as claimed on the invoices.

47. AWAD additionally used falsified invoices in the name of another supposed vendor who, in reality, provided no food (and no invoices) to AWAD or her business. Ultimately, based upon the submission of such fraudulent information, AWAD caused MDE to pay out more than \$9.6 million in Federal Child Nutrition Program reimbursements.

48. It was further part of the scheme to defraud that AWAD received fraudulent proceeds from the Federal Child Nutrition Program into accounts that she controlled, which included, among other deposits, receiving approximately \$3.7 million directly from Sponsor A, approximately \$3 million from a purported vendor that, in fact, provided no food to AWAD, and approximately \$199,000 from SALAD, who was ostensibly one of AWAD's other food vendors.

49. Thereafter, AWAD repeatedly withdrew fraud proceeds to benefit herself and others, including withdrawing \$308,000 for herself, withdrawing \$400,000 to another of AWAD's businesses, and disbursing hundreds of thousands in fraudulent proceeds to other individuals, which included AWAD's family members.

50. In furtherance of the scheme, AWAD, together with SALAD, misappropriated funds on each other's behalf for expenditures that had nothing to do with feeding children. For instance, on or about March 4, 2021, AWAD used proceeds of the fraud scheme to pay for a 2021 Dodge Ram 1500 pickup truck for SALAD with a cashier's check in the amount of approximately \$69,400. AWAD, in turn, benefitted from misappropriated funds. Specifically, on or about February 8, 2021, SALAD purchased a different 2021 Dodge Ram for AWAD using approximately \$69,598.29 in fraud proceeds.

ISSA's Role in the Scheme to Defraud

51. It was additionally part of the scheme to defraud that ISSA operated sites that fraudulently received Federal Child Nutrition Program funds under the sponsorship of Sponsor A and Feeding Our Future. ISSA's sites purportedly served 2.3 million meals to needy children using SALAD and NUR as ISSA's supposed food suppliers. In reality, ISSA's operations served only a small fraction of the meal amounts claimed.

52. To further the scheme, in or about May 2020, ISSA created Minnesota's Somali Community with the State of Minnesota. Between approximately March 2021 and August 2021, ISSA received approximately \$1.1 million in Federal Child Nutrition Program funds directly from Sponsor A to ISSA's business, Minnesota's Somali Community. However, little of this money was used by ISSA to purchase food.

53. In furtherance of the scheme to defraud, ISSA diverted proceeds he received from Sponsor A to other participants in the scheme. For instance, ISSA paid one of his purported vendors, NUR of The Produce, when, in fact, NUR had not

supplied the actual food for which ISSA paid NUR, which included, among other payments, \$438,990 in July and August 2021.

54. It was further part of the scheme that ISSA misappropriated Federal Child Nutrition Program funds to benefit himself and others. For instance, ISSA used fraud proceeds to pay at least \$77,000 to himself and an additional \$35,000 to an apparent relative.

55. As an additional part of the scheme, another one of ISSA's sites, Wacan Restaurant, received more than \$300,000 in Federal Child Nutrition Program funds in 2020 and 2021 from Feeding Our Future. However, little of this money was used by ISSA to purchase food. For instance, in or about December 2020, Feeding Our Future wrote a \$70,000 check to ISSA's Wacan Restaurant for an "advance payment." At the time of deposit, ISSA's Wacan Restaurant account had a balance of approximately \$8.71. Thereafter, between approximately December 2020 and December 2021, ISSA's Wacan Restaurant received approximately \$313,000 in Federal Child Nutrition Program funds, yet ISSA used little of this money to purchase food. Instead, ISSA's largest expenditures included withdrawals and transfers to entities unrelated to food distribution or purchase. For example, on or about February 25, 2021, ISSA transferred \$40,000 to Bubah Baraka Properties LLC, a shell company controlled by ISSA and MOHAMUD.

56. It was further part of the scheme that ISSA sought to disguise disbursements of fraudulent proceeds in order to conceal their illicit purpose. For example, on or about January 19, 2021, ISSA deposited fraudulent proceeds from another one of his purported vendors, SALAD, in the amount of approximately

\$345,238 into ISSA's account for Minnesota's Somali Community. To hide the unlawful movement of fraud proceeds, this payment falsely purported to be a "donation" to ISSA's entity from SALAD's business, Haji's Kitchen.

57. ISSA fraudulently caused more than \$3.6 million to be paid by Sponsor A to SALAD for ISSA's sites for which SALAD purported to provide food and meals. In reality, SALAD provided little food for ISSA's locations through Minnesota's Somali Community. Rather, SALAD provided at least \$3.7 million to a shell entity, Dua Supplies, from which ISSA ultimately received fraudulent proceeds to purchase real estate.

58. Rather than provide hundreds of thousands of meals to children, it was further part of the scheme that ISSA acquired multiple pieces of property, including a \$785,000 house for himself. More specifically, in or about November 2021, ISSA purchased a single-family house at 3817 West 55th Street, in Edina, Minnesota, for \$785,000 using shell companies involved in the scheme to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds. The \$785,000 purchase price for ISSA's house was funded through fraudulent proceeds, including: a \$300,000 wire transfer on or about November 16, 2021, to a title company from Bubah Baraka Properties LLC; a \$184,308 wire transfer on or about November 16, 2021, from MOHAMUD's Dua Supplies; and a \$300,000 wire transfer on or about November 16, 2021, to a title company from NUR's entity, The Produce.

59. In total, in furtherance of their scheme to defraud, SALAD, NUR, AWAD, and ISSA caused MDE to pay at least \$25 million in reimbursements from the Federal Child Nutrition Program.

Counts 1-9
(Wire Fraud)

60. Paragraphs 1 through 59 are incorporated herein.

61. Beginning in or about April 2020, and continuing until in or about 2022, in the State and District of Minnesota, and elsewhere, the defendants as set forth below, and others known and unknown to the Grand Jury, did knowingly devise and participate in a scheme and artifice to defraud and to obtain money by means of materially false and fraudulent pretenses, representations, and promises, and by concealment of material facts.

62. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants, as set forth below, for the purpose of executing the scheme described above, knowingly caused to be transmitted by means of a wire communication in interstate commerce, certain writings, signs, signals, and sounds, each of which passed through servers located outside the State of Minnesota, including the following:

Count	Defendants	Date (on or about)	Wire Details
1	SHAMARKE ISSA and HAJI OSMAN SALAD	February 28, 2021	An email from SHAMARKE ISSA to HAJI OSMAN SALAD containing a spreadsheet of food produce prices and a meal count form
2	SHAMARKE ISSA and FAHAD NUR	August 13, 2021	An email from FAHAD NUR to SHAMARKE ISSA containing an invoice for \$66,150
3	HAJI OSMAN SALAD and FAHAD NUR	September 8, 2021	An email from HAJI OSMAN SALAD to FAHAD NUR concerning an invoice for \$327,250

4	HAJI OSMAN SALAD	November 5, 2021	An email from HAJI OSMAN SALAD to K.J. containing an invoice for \$293,300 for 70,000 meals and 70,000 snacks purportedly served at a Pelican Rapids site in October 2021
5	SHAMARKE ISSA	November 12, 2021	An email to SHAMARKE ISSA containing title documents for 3817 W 55 th Street in Edina, Minnesota
6	HAJI OSMAN SALAD	November 30, 2021	An email from HAJI OSMAN SALAD to Sponsor A containing an invoice for \$105,588 for 25,200 meals and 25,200 snacks purportedly served at a Pelican Rapids site in September 2021
7	ANAB ARTAN AWAD	December 9, 2021	Deposit of reimbursement check from Sponsor A in the amount of \$210,986.69 for a Multiple Community Services site in Faribault
8	ANAB ARTAN AWAD	January 18, 2022	Deposit of reimbursement check from Sponsor A in the amount of \$253,935.36 for a Multiple Community Services site in Faribault
9	ANAB ARTAN AWAD	January 20, 2022	Deposit of reimbursement check from Sponsor A in the amount of \$234,745.94 for a Multiple Community Services site in Faribault

All in violation of Title 18, United States Code, Section 1343.

Count 10

(Conspiracy to Commit Money Laundering)

63. Paragraphs 1 through 59 and paragraphs 61 and 62 are incorporated herein.

64. From at least in or about September 2020 through in or about January 2022, in the State and District of Minnesota, the defendants,

**HAJI OSMAN SALAD,
FAHAD NUR,
ANAB ARTAN AWAD,
SHARMARKE ISSA, and
FARHIYA MOHAMUD,**

conspired with others known and unknown to the Grand Jury to conduct and attempt to conduct financial transactions, namely, payments through checks and wire transfers, knowing that the property involved in such transactions represented the proceeds of some sort of unlawful activity and which, in fact, involved the proceeds of specific unlawful activity, that is, wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing those transactions were designed, in whole and in part, to conceal and disguise the nature, location, source, ownership, and control of the proceeds of specific unlawful activity, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i).

Purpose and Object of the Conspiracy

65. The purpose and object of the conspiracy was to conceal, hide, and launder the proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds.

Manner and Means of the Conspiracy

66. The conspirators used the following manner and means, among others, to accomplish the objects and purpose of the conspiracy:

a. The defendants created entities for use in hiding the source and ownership of proceeds of the fraudulent scheme to obtain Federal Child Nutrition Program funds. Some of these entities purported to be meal vendors providing meals and food to the Federal Child Nutrition Program sites. In reality, these companies

were shells designed to disguise the source and ownership of the proceeds of the fraud scheme.

b. The defendants also created shell companies in order to launder the proceeds of their fraud scheme.

c. After laundering the proceeds of their scheme, the defendants used their shell companies to purchase real estate, cars, and other personal items.

d. The defendants purchased some property together by pooling fraudulent proceeds from multiple shell companies' respective bank accounts.

67. As part of the conspiracy to launder fraud proceeds, on or about August 18, 2021, SALAD created US Halal Foods LLC. Although US Halal Foods LLC bore the name of a business that appeared to be involved in food, in reality, US Halal Foods LLC was a shell company to obtain and launder fraud proceeds. In all, SALAD deposited approximately \$349,000 in Federal Child Nutrition Program funds into his US Halal Foods LLC bank account.

68. As further part of the conspiracy to launder fraud proceeds, AWAD caused fraudulent proceeds to be deposited into accounts controlled by a pass-through entity that AWAD falsely purported to use a vendor.

69. In addition, MOHAMUD and other conspirators used bank accounts for Dua Supplies to launder fraud proceeds. On or about February 19, 2020, MOHAMUD created Dua Supplies with the State of Minnesota, for which she was the CEO. Thereafter, MOHAMUD was the sole signatory for bank accounts for Dua Supplies. Between approximately December 2020 to December 2021, MOHAMUD deposited more than \$3.7 million in Federal Child Nutrition Program funds from accounts

controlled by SALAD. In August and September 2021, MOHAMUD deposited approximately \$221,122 in fraudulent proceeds from NUR. The approximately \$4 million from SALAD and NUR accounted for most of the money that MOHAMUD deposited into Dua Supplies bank accounts.

70. Although payments from SALAD and NUR to MOHAMUD purported to be for “food supply” or “food services,” in reality, MOHAMUD’s Dua Supplies spent much of the approximately \$4 million in fraudulent proceeds from SALAD and NUR on personal expenditures, such as real estate. Among other things, MOHAMUD diverted approximately \$1.5 million in fraud proceeds towards various real estate purchases, and she spent approximately \$67,000 on vehicle and vehicle-related expenses and another \$69,000 on travel-related expenditures. In addition, on or about October 26, 2021, MOHAMUD wrote a \$25,000 check to a Mercedes Benz dealership in Bloomington, Minnesota, for an “auto purchase.”

71. On or about September 16, 2020, MOHAMUD created Bubah Baraka Properties LLC with the State of Minnesota. The same day, MOHAMUD opened a bank account for Bubah Baraka Properties LLC for which she was the sole account signatory. Subsequently, together with ISSA, MOHAMUD used Bubah Baraka Properties LLC to receive and launder fraud proceeds to purchase additional properties. For instance, between approximately December 2020 and November 2021, MOHAMUD laundered approximately \$573,000 from the accounts for Dua Supplies to Bubah Baraka Properties LLC.

72. After laundering the proceeds of their scheme, the defendants used their shell companies to hide and disguise the source and ownership through the following types of transactions:

a. On or about February 23, 2021, Bubah Baraka Properties LLC entered into a purchase agreement to buy a commercial building at 1201 37th Avenue N, in Minneapolis, Minnesota, for \$550,000. MOHAMUD signed the purchase agreement on behalf of Bubah Baraka Properties LLC.

b. On or about February 24, 2021, ISSA transferred \$40,000 to Bubah Baraka Properties LLC, and on or about August 23, 2021, transferred \$26,000 to Midas Capital LLC from ISSA's account for Wacan Restaurant, a site controlled by ISSA that between December 2020 and June 2021 received approximately \$313,000 in Federal Child Nutrition Program funds yet spent little money on food.

c. On or about March 10, 2021, ISSA's Bubah Baraka Properties LLC closed on the purchase of 1201 37th Avenue North, which was significantly funded by various conspirators involved in laundering Federal Child Nutrition Program funds.

d. On or about August 19, 2021, one of ISSA's co-schemers registered ANS Projects LLC with State of Minnesota. As of at least September 18, 2021, ISSA was the 50 percent owner of ANS Projects LLC, and its Secretary and Treasurer. On or about October 15, 2021, ISSA opened a bank account in the name ANS Projects LLC on which ISSA was one of two signatories. Through ANS Projects LLC, ISSA purchased real estate using misappropriated Federal Child Nutrition Program funds.

e. NUR used one his employees at The Produce to funnel proceeds to ISSA and other co-schemers. More specifically, on or about October 14, 2021, after NUR temporarily gave an employee thousands of dollars for the employee to hold temporarily, NUR then instructed that employee to pay \$80,000 of those funds to ISSA. However, rather than make the payment directly in ISSA's name, ISSA instead directed NUR's employee to obtain a cashier's check payable to ANS Projects LLC. NUR's employee then delivered a \$80,000 check to ISSA payable to ANS Projects LLC on or about October 14, 2021.

f. On or about October 29, 2021, ISSA and a co-schemer purchased through their entity, ANS Projects LLC, a rental property located at 2529 12th Avenue South in Minneapolis, Minnesota, for \$390,000 using funds they obtained from entities involved in the scheme to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds.

g. On or about November 2, 2021, ISSA signed a purchase agreement to buy a single-family house located at 3817 West 55th Street, Edina, Minnesota, for \$785,000.

h. On or about November 12, 2021, an entity named Connect Properties LLC was registered with the State of Minnesota with MOHAMUD as the organizer. The registered office address for Connect Properties LLC was listed address as 3817 West 55th Street, in Edina, Minnesota, which is the single-family house for which ISSA entered into a purchase agreement on or about November 2, 2021.

i. On or about November 12, 2021, the real estate agent representing ISSA emailed a title company and asked that the agreement to purchase 3817 West 55th Street, in Edina, Minnesota, be changed from ISSA to Connect Properties LLC, which was created with the State of Minnesota that same day.

j. On or about November 18, 2021, ISSA purchased the single-family house at 3817 West 55th Street, in Edina, Minnesota, for \$785,000 with Connect Properties LLC listed as the purchaser. MOHAMUD signed the purchase agreement on behalf of Connect Properties LLC, although the house was thereafter used as a residence for ISSA.

k. ISSA, MOHAMUD, and NUR pooled separate payments to purchase the single-family house at 3817 West 55th Street, in Edina, Minnesota, for ISSA from entities involved in the scheme to fraudulently obtain, launder, and misappropriate Federal Child Nutrition Program funds. Specifically, the \$785,000 purchase price for ISSA's house was funded through a pooling of separate payments from ISSA, MOHAMUD, and NUR, as follows: a \$300,000 wire transfer on or about November 16, 2021, to a title company from ISSA's shell company, Bubah Baraka Properties LLC; a \$184,308 wire transfer on or about November 18, 2021, from MOHAMUD's shell company, Dua Supplies; and a \$300,000 wire transfer on or about November 16, 2021, to a title company from NUR's entity, The Produce.

All in violation of Title 18, United States Code, Section 1956(h).

Counts 11-35
(Money Laundering)

73. Paragraphs 1 through 59, 61, 62, and paragraphs 65 through 72 are incorporated herein.

74. On or about the dates listed below, in the State and District of Minnesota and elsewhere, the defendants as set forth below, knowingly engaged and attempted to engage in monetary transactions by, through, or to a financial institution, affecting interstate or foreign commerce, in criminally derived property of a value greater than \$10,000, as described below, such property having been derived from specified unlawful activities, namely, wire fraud, in violation of Title 18, United States Code, Section 1343:

Count	Defendant(s)	Date (on or about)	Transaction
11	SHARMARKE ISSA and FARHIYA MOHAMUD	January 27, 2021	Deposit of a cashier's check in the amount of approximately \$120,000 from a Bubah Baraka Properties LLC account to Regis Title for the purchase of a residential property located at 3132 37th Ave S, Minneapolis, MN 55406
12	HAJI OSMAN SALAD	February 8, 2021	Deposit of a check in the amount of approximately \$69,598 from an account controlled by defendant HAJI OSMAN SALAD to Luther Brookdale Chrysler Dodge, for the purchase of a 2021 Dodge Ram 1500 pickup truck for defendant ANAB ARTAN AWAD
13	SHARMARKE ISSA	February 18, 2021	Deposit of a cashier's check in the amount of approximately \$137,900 from an account controlled by SHARMARKE ISSA to GCS Title for the purchase of a property located at 7419 York Terrace, Edina, Minnesota

14	ANAB ARTAN AWAD	March 4, 2021	Deposit of a check in the amount of approximately \$69,400 from an account controlled by defendant ANAB ARTAN AWAD to Luther Brookdale Chrysler Dodge, for the purchase of a 2021 Dodge Ram 1500 pickup truck for defendant HAJI OSMAN SALAD
15	SHARMARKE ISSA and FARHIYA MOHAMUD	March 9, 2021	Wire transfer in the amount of approximately \$345,000 from a Bubah Baraka Properties LLC account to Bankers Title for the purchase of a commercial property located at 1201 37th Ave N, Minneapolis, Minnesota
16	HAJI OSMAN SALAD	March 19, 2021	Deposit of a cashier's check in the amount of approximately \$259,008.38 from an account controlled by HAJI OSMAN SALAD to North Title Inc, toward the purchase of a residential property located at 10671 Jefferson St NE, Blaine, Minnesota
17	HAJI OSMAN SALAD	April 5, 2021	Deposit of a cashier's check in the amount of approximately \$282,152.95 from an account controlled by HAJI OSMAN SALAD to North Title for the purchase of a residence at 10040 Kumquat St NW, in Coon Rapids, Minnesota

18	HAJI OSMAN SALAD	April 14, 2021	Deposit of a cashier's check in the amount of approximately \$459,104.01 from an account controlled by HAJI OSMAN SALAD to North Title for the purchase of a commercial property at 137 E Franklin Avenue, Minneapolis, Minnesota
19	HAJI OSMAN SALAD	May 17, 2021	Wire transfer in the amount of approximately \$437,069.00 from an account controlled by HAJI OSMAN SALAD to North Title toward the purchase of a 37-acre lot located in Lakeville, Minnesota
20	FARHIYA MOHAMUD	May 24, 2021	Deposit of a check in the amount of approximately \$70,000.00 from a Dua Supplies account controlled by FARHIYA MOHAMUD toward the purchase of a commercial property at 6828 Alverno Court, Inver Grove Heights, Minnesota
21	HAJI OSMAN SALAD	June 3, 2021	Wire transfer in the amount of approximately \$469,530.00 from an account controlled by HAJI OSMAN SALAD to Bankers Title toward the purchase of a commercial property located at 2500 Minnehaha Ave S, Ste 300, in Minneapolis, Minnesota
22	FARHIYA MOHAMUD	June 3, 2021	Wire transfer in the amount of approximately \$679,320.00 from a Dua Supplies account controlled by FARHIYA MOHAMUD to Bankers Title for the purchase of a commercial property located at 2500 Minnehaha Ave S, Ste 300, Minneapolis, Minnesota

23	FARHIYA MOHAMUD	July 7, 2021	Wire transfer in the amount of approximately \$301,699.44 from a Dua Supplies account controlled by FARHIYA MOHAMUD to Bankers Title for the purchase of a commercial property located at 2500 Minnehaha Ave S, Ste 300, Minneapolis, Minnesota
24	FAHAD NUR	July 14, 2021	Deposit of a cashier's check in the amount of approximately \$50,000 from an account controlled by FAHAD NUR to First American Title for the purchase of a property located at 12805 Swallow St NW, Coon Rapids, Minnesota
25	HAJI OSMAN SALAD	September 9, 2021	Deposit of a check in the amount of approximately \$30,000 from an account controlled by HAJI OSMAN SALAD to Land Rover Minneapolis toward the purchase of a 2019 Land Rover for A.S.O.
26	FAHAD NUR	October 12, 2021	Deposit of a check in the amount of approximately \$41,708.49 from an account controlled by FAHAD NUR to Freeway Ford for the purchase of a 2015 Ford F-150
27	SHARMARKE ISSA	October 15, 2021	Deposit of a check in the amount of approximately \$80,000 to an account controlled, in part, by SHARMARKE ISSA

28	SHARMARKE ISSA and FARHIYA MOHAMUD	October 18, 2021	Deposit of a check in the amount of approximately \$108,000 from a Bubah Baraka Properties LLC account to First American Title for the purchase of a residential property located at 2930 Blaisdell Avenue, #104, Minneapolis, Minnesota, for S.M. Issa
29	FARHIYA MOHAMUD	October 26, 2021	Deposit of a check in the amount of approximately \$25,000 from an account controlled by FARHIYA MOHAMUD to Feldmann Imports, a Mercedes Benz dealership
30	HAJI OSMAN SALAD	October 28, 2021	Deposit of a cashier's check in the amount of approximately \$220,583.33 from an account controlled by HAJI OSMAN SALAD to Hennepin County Sheriff for the purchase of a property at 4001 5th Ave South in Minneapolis, Minnesota
31	SHARMARKE ISSA and FARHIYA MOHAMUD	November 16, 2021	Wire transfer in the amount of approximately \$300,000 from a Bubah Baraka Properties LLC account to Bankers Title for the purchase of a single-family home located at 3817 West 55th Street, Edina, Minnesota
32	FAHAD NUR	November 16, 2021	Wire transfer in the amount of approximately \$300,000 from an account controlled by FAHAD NUR to Bankers Title for the purchase of a single-family home located at 3817 West 55th Street, Edina, Minnesota

33	FARHIYA MOHAMUD	November 16, 2021	Wire transfer in the amount of approximately \$184,308 from a Dua Supplies account controlled by FARHIYA MOHAMUD to Bankers Title for the purchase of a single-family home located at 3817 West 55th Street, Edina, Minnesota
34	HAJI OSMAN SALAD	November 29, 2021	Deposit of a check in the amount of approximately \$57,000 from an account controlled by HAJI OSMAN SALAD to Sears Imported Auto Inc for the purchase of a 2022 Mercedes GLE Coupe
35	FARHIYA MOHAMUD	January 21, 2022	Deposit of a cashier's check in the amount of approximately \$201,000.00 from a Dua Supplies account controlled by FARHIYA MOHAMUD toward the purchase of a commercial property at 2520 Larpenteur Ave W, Lauderdale, Minnesota

All in violation of Title 18, United States Code, Section 1957.

FORFEITURE ALLEGATIONS

75. Counts 1 through 35 of this Indictment are incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) in conjunction with Title 28, United States Code, Section 2461(c), and pursuant to Title 18, United States Code, Section 982(a)(1).

76. If convicted of any of Counts 1-9 of this Indictment, the defendants shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or

personal, which constitutes or is derived from proceeds traceable to Counts 1-9 of the Indictment.

77. If convicted of any of Counts 10-35 of this Indictment, the defendants shall also forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property, real or personal, involved in a transaction or attempted transaction in violation of Title 18, United States Code, Sections 1956 and 1957, and any property traceable to such property.

78. The property subject to forfeiture includes, but is not limited to:

a. \$224,835.23 seized from Bell Bank account No. 6521127305, held in the name of US Halal Foods LLC;

b. \$1,197,946.40 seized from Huntington National Bank account No. 1438393443, held in the name of Haji's Kitchen LLC;

c. \$11,832.90 seized from Huntington National Bank account No. 2436665868, held in the name of HAJI OSMAN SALAD;

d. \$1,823,896.90 seized from JPMorgan Chase Bank account No. 672371900, held in the name of Haji's Kitchen LLC;

e. \$146,693.56 seized from JPMorgan Chase Bank account No. 720708376, held in the name of HAJI O. SALAD;

f. \$13,168.50 seized from Bremer Bank account No. 289483233, held in the name of Haji's Kitchen, LLC;

g. \$8,775.00 seized from Bremer Bank account No. 222483487, held in the name of Haji Osman Salad;

h. \$40,528.41 seized from Vision Bank account No. 2015707, held in the name of Haji's Kitchen, LLC;

i. \$ 39,223.48 seized from Vision Bank account No. 2015719, held in the name of HAJI SALAD;

j. \$ 42,824.91 seized from Trustone account No. 934565-0001, held in the name of Haji's Kitchen, LLC;

k. Foris Inc., dba Crypto.com account the name of Haji Salad, associated with User ID 36848558, with digital currency holdings valued at \$57,557.47, and Fiat Currency holdings valued at \$78.54, at the time of seizure in May 2022;

l. 2022 Mercedes Benz GLE Coupe, VIN: JGFD6BB5NA5891072019;

m. 2021 Dodge Ram 1500, VIN: 1C6SRFHT3MN626173;

n. 2021 Dodge Ram 1500, VIN: 1C6SRFHT8MN602449;

o. 2015 Ford F-150, VIN: 1FTEW1EF8FFC38045;

p. Real Property located at 10040 Kumquat St. NW, Coon Rapids, Minnesota;

q. Real Property located at 137 E. Franklin Ave., Minneapolis, Minnesota;

r. Real Property located at 3132 37th Ave. S, Minneapolis, Minnesota;

s. Real property located at 7419 York Terrace, Edina, Minnesota;

t. Real property located at 1201 37th Ave. N, Minneapolis, Minnesota;

u. Real property identified as a 37.4-acre land, Parcel Identification (PIN) No. 220121053010, Lakeville, Minnesota;

v. Real property located at 12805 Swallow St. NW, Coon Rapids, including FAHAD NUR's interest in a Contract for Deed for the purchase of this property;

w. Real property located at 2500 Minnehaha Ave S, Ste 300, Minneapolis, Minnesota, including MI Properties LLC's interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

x. Real property located at 1514 Oakbrooke Ln., Eagan, Minnesota, including 4 A's Properties, LLC's interest, and its owners' and members' interest, in a Contract for Deed for the purchase of this property;

y. Real property located at 2930 Blaisdell Ave., Unit No. 104, Minneapolis, Minnesota;

z. Real property located at 2529 12th Ave. S, Minneapolis, Minnesota;

aa. Real property located at 3817 W 55th St., Edina, Minnesota;

bb. Real property located at 2520 Larpenteur Ave. W., Lauderdale Minnesota, including S&A Projects LLC and SHARMARKE ISSA's interest in a Contract for Deed for the purchase of this property;

cc. Real property located at 2679 133rd St. W, Rosemount Minnesota, including A.H.'s interest in a Contract for Deed for the purchase of this property; and

dd. \$28,003.00 U.S. currency seized from various locations within the residence at 9006 12th Ave S, Bloomington, Minnesota, including \$1,933.00 found in a safe.

79. If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title 21, United States Code, Section 853(p) as incorporated by Title 18, United States Code, Section 982(b)(1) and Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON